ested in the result of the suit, as being the beneficial owners of the property involved, and hence should have been made parties to the proceeding. *McIlroy* v. *Allsop*, 45 Miss. 365; *Cotton* v. *Coit*, 88 Tex. 414, 31 S. W. 106. And the statute governing would seem to include equitable owners in the class of parties interested. *Atkins* v. *Billings*, 72 Ill. 597; *Meek* v. *Spracher*, 87 Va. 162, 12 S. E. 397. For the trustees can hardly have more than legal title to the life estate, and hence cannot be considered sole parties in interest, to the exclusion of the present petitioners. *Luguire* v. *Lee*, 121 Ga. 624, 49 S. E. 834; *Brown* v. *Richter*, 25 App. Div. 239, 49 N. Y. Supp. 368. On the question as to the contingent devisees, there is more basis for the position of the court on the authorities. *Barbour* v. *Whitlock*, 4 T. B. Mon. (Ky.) 180; *Baylor* v. *Dejarnette*, 13 Gratt. (Va.) 152. *Contra*, *McDonald* v. *Bayard Savings Bank*, 123 Iowa 413, 98 N. W. 1025.

ESTOPPEL — SILENCE — REPRESENTATION OF LAW. — The assignee of a mortgage met the mortgagor before time for redemption had expired. The mortgagor made it clear to the assignee that he would redeem, and that he believed the time for redemption had been extended by reason of pending litigation concerning the mortgaged premises. The assignee, knowing that the litigation did not extend the time, said, "Yes," without further comment. The mortgagor acted upon his belief as expressed. *Held*, that the assignee is estopped to deny that time for redemption had been extended. *Fenderson* v. *Fenderson*, 102 Atl. 69 (Me.).

It is well settled that mere silence, a failure to assert one's rights, may give rise to an equitable estoppel. *Pickard* v. *Sears*, 6 A. & E. 469; *Main v. Brown*, 56 Conn. 345, 15 Atl. 743. See 2 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 818; BIGELOW, ESTOPPEL, 6 ed., 648. See also 30 HARV. L. REV. 647. An intent to mislead or defraud is not necessary to an estoppel. *Rogers* v. *Portland & Brunswick St. Ry.*, 100 Me. 86, 60 Atl. 713. It is generally stated as the settled rule that estoppel cannot be founded on a misrepresentation of law. *Mason* v. *Harpers Ferry Bridge Co.*, 28 W. Va. 639; *Whitwell* v. *Winslow*, 134 Mass. 343. The basis of this rule is either that everyone is presumed to know the law, or that a statement of law can be only an opinion. See EWART, ESTOPPEL, 72 *et seq.* However, an exception to the rule is recognized when the person making the statement is in a particularly good positon to know the law. *Seward* v. *Johnson*, 65 Mo. 102. *A fortiori*, a further exception to the general rule seems proper where, as in this case, the misrepresentation by a person who knows the law is made to a person clearly not knowing the law. A presumption of knowledge where there is known ignorance is unjustified. A statement of law should not be called an opinion when made and acted upon as a fact. See EWART, ESTOPPEL, 72 *et seq.*

EVIDENCE — PAROL EVIDENCE — ADMISSIBILITY OF EVIDENCE AS TO A COLLATERAL AGREEMENT CONCERNING A NEGOTIABLE INSTRUMENT. — Indorsee sued the indorser on a negotiable note. The defendant sought to put in evidence an agreement made by the indorsee to stamp above the indorsement, "Without recourse." *Held*, that the evidence was not admissible to contradict the contract as evidenced by the blank indorsement. *Lake Harriet State Bank*, v. *Miller*, 164 N. W. 989 (Minn.).

There seem to be four views as to when extrinsic evidence of a collateral agreement is admissible, in a suit between the parties to a negotiable instrument. One view would allow it only when recovery would result in circuity of action. See 2 AMES, CASES ON BILLS AND NOTES, 804. Another view would not admit extrinsic evidence when it is offered to change one of the express terms of the instrument, but would admit it when it is offered to change one of the implied terms, *i.e.*, a term attached to the instrument by operation of